

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE OP-ES		PAGE OF PAGES 1 7	
2. AMENDMENT/MOD NO. 9		3. EFFECTIVE DATE 01/04/10		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO 98600	
NASA Procurement Office, OP-ES John F. Kennedy Space Center Kennedy Space Center, FL 32899		CODE OP-ES		7. ADMINISTERED BY Same as Block 6		CODE OP-ES	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)				(9)		9A. AMENDMENT OF SOLICITATION NO NNK09289054R	
				<input checked="checked" type="checkbox"/>		9B. DATED (SEE ITEM 11) 7/20/09	
				(10)		10A. MOD. OF CONTRACT/ORDER No	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers IS extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (if required)							
Financial Management							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
<p style="text-align: center;">IMPORTANT: Contractor (is or is not) required to sign this document and return ____ copies to the issuing office.</p>							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
Construction of Platforms in High Bay 3 of the Vehicle Assembly Building							
See next pages for continuation of Block 14.							
<p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR				16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature Of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (REV. 10-83) ES Prescribed by GSA FPMR (48 CFR) 53.243	

SF 30 Continuation Page

The purpose of this amendment is to extend the date for receipt of proposals, extend the date for bidder questions, extend the date for receipt of past performance questionnaires, amend solicitation clauses/provisions, update Davis-Bacon Wage Determination and amend drawing number 10C00003.

Section1 Extend Date for Receipt of Proposals

REFERENCE: Cover Letter and SF1442, Block 13.

Receipt of Proposals is hereby extended from January 19, 2010 to March 1, 2010, 3:30 P.M. EST.

REFERENCE: RFP COVER LETTER & SECTION L.15.

Questions or Comments must be submitted by February 8, 2010.

REFERENCE: Appendix 1 to Section L.

Past performance raters are requested to submit the completed questionnaires to the contracting officer identified below via mail, facsimile, or e-mail, to arrive not later than 03/03/10.

Section 2 Amend Solicitation Clauses/Provisions

Reference RFP Section I.17, Page 71, NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (MAY 2008)(DEVIATION)

DELETE Section in its entirety and REPLACE with:

I.17 1852.204-76 Security Requirements for Unclassified Information Technology Resources. (MAY 2008)(DEVIATION PIC 09-14 OCT 2009)

SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

(a) The Contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan -- This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(4) IT Security Plan -- this is a FISMA requirement; see the ADL for applicable requirements.

Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL.

All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The Contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent

required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.

(f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

**Reference RFP Section I.2, LISTING OF FEDERAL ACQUISITION
REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY
REFERENCE, PAGE 42, FAR 52.222-8 PAYROLLS AND BASIC RECORDS
(FEB 1988):**

DELETE Clause in its entirety and

REPLACE with:

52.222-8 -- Payrolls and Basic Records (FEB 1988) (DEVIATION PIC 09-12 OCT 2009).

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such

benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)

~~——(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the——~~

~~Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402~~

~~The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.~~

(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of Clause)

**Reference RFP Section I.2, LISTING OF FEDERAL ACQUISITION
REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY
REFERENCE, PAGE 42, FAR 52.222-39 NOTIFICATION OF EMPLOYEE
RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES. (DEC 2004):**

DELETE Clause in its entirety. (Reference FAC 2005-38)

Section 3 Davis-Bacon Wage Determination

**REFERENCE: RFP, SECTION J.1.H, DOL AREA WAGE DETERMINATION
FL070017**

General Decision Number: FL20080017 07/10/2009 has been superseded by
General Decision Number: General Decision Number: FL080017 01/01/2010
FL17 and is hereby incorporated into this Solicitation.

Please use the following link to download and incorporate the most
current DOL wage determination.

<http://www.wdol.gov/wdol/scafiles/davisbacon/FL17.dvb>

Section 4 Amend RFP, Drawings 10C00003

REFERENCE DRAWING 10C00003 REV A:

DELETE and REPLACE with Drawing 10C0003 REV B, 315 pages.